

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF <b>1</b>		PAGES <b>3</b>	
2. AMENDMENT/MODIFICATION NO. <b>A00001</b>			3. EFFECTIVE DATE <b>01/26/04</b>		4. REQUISITION/PURCHASE REG. NO.		5. PROJ NO. (if applicable)	
6. ISSUED BY CODE CONTRACTING OFFICER BLDG 3168 CODE 1165ZG NAVSURFWARCENDIV 300 HWY 361 CRANE IN 47522-5001 F. Martin 812-854-3689			7. ADMINISTERED BY (if other than Item 6) CODE					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code)					X			
					9B. DATED (SEE ITEM 11) <b>01/06/04</b>			
					10A. MODIFICATION OF CONTRACT/ORDER NO.			
TIN NO.					10B. DATED (SEE ITEM 13)			
CAGE CODE			FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ X ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONT-TRACT CHANGE NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority)								
<b>E. IMPORTANT:</b> Contractor ( ) is not, ( ) is required to sign this document and return ___ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization by UCF section headings, including solicitation/contract subject matter where feasible.)								
SEE PAGE 2 & 3								
Except as provided herein, all terms and conditions referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.								
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY		16C. DATE SIGNED	
(Signature of person authorized to sign)					(Signature of Contracting Officer)			

This amendment is issued to add the following clause to Section "I", to answer the following questions, change Line Item 0001 and Line Item 0002 to read as follows and to extend the closing date on the solicitation.

1. ADD:  
DFAR 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

2. Change Line Item 0001 & 0002 to read as follows:

Stepladder Quantity Pricing For CLIN's 0001-0002

Quantities	YR-1	YR-2	YR-3	YR-4	YR-5
5	\$	\$	\$	\$	\$
25	\$	\$	\$	\$	\$
50	\$	\$	\$	\$	\$
85	\$	\$	\$	\$	\$

3. Answers to the following questions:

1. **Question:** The minimum is listed as 19 and the max at 150. Is this for the entire 5 year period or will you guarantee a minimum of 19 per year?

**Answer:** 19 is for the 5 year period

2. **Question:** If the 150 is maximum for the 5 year period it is very unlikely that Crane would order 85 in one given year. Can you lower the per year maximum quantity to be more realistic?

**Answer:** No, there may be requirements in the outyears that could exceed what has been historically required.

3. **Question:** Unless the quantity is lowered, the quantity breaks will be quoted as 5, 25, 50 and 85, as that is where we realize the quantity savings.

**Answer:** The qty breaks proposed by CPI are ok. I will change this in an amendment I will be issuing.

4. **Question:** Per page 21 of the order, the minimum order would be for qty 5. What if an FMS country (CLIN 0002) just wants to buy 1 unit?

**Answer:** It is highly unlikely that there would be a requirement for less than a full shipset of 6, so 5 is realistic.

5. **Question:** As we already have an order (through NICP) for 38 new production CWI units with deliveries from Jan - December 2004, deliveries for the first order would start after completion of these deliveries. When do you anticipate issuing the first order? Do you know the quantity?

**Answer:** Estimated Qty is 27 to be ordered at time of award.

6. **Question:** The solicitation states that the contract years will be 365 days. However, typically long terms pricing is done by fiscal year. Should we price this for any orders placed in FY04, 05, 06, 07 and 08? Or do you want it priced for a 12 month period regardless if we overlap fiscal years, as the solicitation states?

**Answer:** Basis 12 month period.

7. **Question:** Is early delivery acceptable to the Government? If so, we need the contract to state that early delivery is acceptable to the Government at no additional cost.

**Answer:** The Government will add the verbiage that the contractor will have a one month latitude to the delivery schedule (1 month early or 1 month late).

8. **Question:** CPI takes exception to 3.5.3 of the SOW which states that CPI is responsible for all repairs of Government Equipment up to \$1000. It is our contention that we will cover routine maintenance, but should not be liable for non-routine maintenance or repairs.

**Answer:** This the same as for SDR contract 99-C-0048.

9. **Question:** CLIN 0003 calls out for Gov't furnished test equipment of maintenance and lists an NTE price of 500K. Why is a dollar amount specified, and what is the intent of this CLIN? Typically repair of GFE is done on a case by case basis depending on the price of the repair. For example, what if there was a catastrophic failure and it cost \$900,000?

**Answer:** The intent of CLIN 0003 is to establish a method of paying for GFE maintenance. This CLIN would be administered by the ACO with recommendation from the AEGIS On Site Technical Rep. The NTE amount is expected to be sufficient for the 5 year period, **may** be increased if a catastrophic action occurs.

4. The solicitation closing date is changed to read **27 February 2004, 2:00 PM EST.**